

# Exhibit A

## SIMPLE INTEREST NOTE AND SECURITY AGREEMENT No

\$78,487.00 Lender or Borrower's City DETROIT, Note Date or Current Date November 23, 2022

For value received, the undersigned (hereinafter jointly and severally called the "Borrower") promise(s) to pay to the order of FIFTH THIRD BANK, N.A. (EASTERN MICHIGAN) (hereinafter called the "Lender"), the principal amount of Seventy Eight Thousand Four Hundred Eighty Seven AND 00/100 dollars, together with interest, the total of payments in the number and amounts and on the due dates shown in the payment schedule below (subject to change if variable rate note). The interest will begin on the date of the Note and Security Agreement at the annual rate of 6.160 %.

- ☐ The interest rate is subject to change as provided herein. Under no circumstances shall the interest rate be raised above 25% in Michigan\*(Variable Rate).  
☒ The interest rate is not subject to change.

Payable at the Lender, 1850 EAST PARIS GRAND RAPIDS MI 49546

Loan Fee: Borrower agrees to pay a non-refundable loan fee of \$ 165.00.

### TRUTH IN LENDING ACT DISCLOSURES

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>6.240 %</b>	<b>\$ 14,631.74</b>	<b>\$ 78,322.00</b>	<b>\$ 92,953.74</b>

### Your Payment Schedule will be:

Number of Payments (e)	Amount of Payments	When Payments Are Due
<b>66</b>	<b>\$ 1,408.39</b>	<b>Monthly on the 7th day of each month starting January, 2023</b>
	<b>\$</b>	

(e) means an estimate.

**\*Variable Rate:** The Annual Percentage Rate may increase or decrease during the term of this transaction. Your interest rate will be computed based on an index equal to the highest Prime Rate as published in the Wall Street Journal on the business day immediately preceding the first business day of January, April, July, and October (the "Index Date") plus or minus a margin equal to the difference between your initial interest rate and said Prime Rate on the Index Date preceding the date of your loan. The effective date of each interest rate change will be the first business day following the Index Date (the "Change Date"). The INTEREST RATE will change only if there has been a change in the index in the quarter preceding a Change Date. The INTEREST RATE will not increase or decrease more than 1.5% per year and will not increase or decrease more than 6% during the term of the loan. If your INTEREST RATE has reached one of these limits it will not change again until the next Change Date following a change in the index after you become eligible for an increase or decrease. Any change in the INTEREST RATE will take the form of more or less payments of the same amount (as the case may be) unless this loan is for more than 60 months, in which case any increase may take the form of more payments of the same amount, or higher payment amounts, or both, at the Lender's discretion. If your loan was for \$5000.00 at 15% for 36 months with a monthly payment of \$173.33, and the INTEREST RATE increased to 16.5% after six months, you would have to make one additional partial payment of \$115.25. If your loan was for \$10,000.00 at 15% for 120 months with a monthly payment of \$161.33, and the INTEREST RATE increased to 16.5% after 12 months, and if the Lender so determined, you would pay your loan on schedule, but your remaining 108 regular payments would increase to \$169.96 each.

**Property Insurance:** May be obtained from anyone you desire that is acceptable to the Lender.

**Security:** To secure the loan, you are giving Lender a security interest in the following:

☒ The goods or property being purchased.

☒ 20 17 AUDLR57 WUAWABFCXHN903083

(Brief description of other property)

You are also giving Lender a security interest in all of your deposit accounts and all collateral securing other loans with Lender, its affiliates and subsidiaries if allowed by Law.

**Late Charges:** If a payment is more than 10 days late, you will be charged 5% of the payment amount with a MINIMUM OF \$35.00

**Prepayment Charge:** If you pay off your loan early, you will not have to pay a penalty.

**Assumption:** If this loan is to purchase and is secured by your principal dwelling, and if checked here,

- ☒ someone buying your dwelling cannot assume the remainder of this purchase money mortgage loan on the original terms  
☐ someone buying your dwelling may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms

**Required Deposit:** The Annual Percentage Rate does not reflect the effect of any required deposit.

This is a four page agreement. See other provisions hereof and any other contract documents for further information about non-payment, default, the right to accelerate the maturity of the obligation, prepayment charge and security interests.

Initials of Borrower(s) BH

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MI MN01 (11/17)

Borrower authorizes the payments listed below:

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of the amount financed of \$ 78,322.00

1. \$ 78,322.00 Amount given to you directly.
2. \$ \_\_\_\_\_ Amount paid on your account with the Lender.  
Account number(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \$ 165.00 Amount(s) paid to others on your behalf (Total a through l). (Lender may be retaining a portion of this amount.)
- a) \$ 0.00
- b) \$ 0.00 to Public Officials.
- c) \$ 0.00 for Title Examination (Paid To \_\_\_\_\_).
- d) \$ 0.00 for Appraiser.
- e) \$ 0.00 for Document Preparation (Paid To Lender).
- f) \$ 165.00 for Loan Fee (Paid To Lender).
- g) \$ \_\_\_\_\_ to ENVY AUTO GROUP
- h) \$ \_\_\_\_\_ for Extended Warranty Protection (Paid To \_\_\_\_\_ Seller's Name \_\_\_\_\_).
- i) \$ \_\_\_\_\_ for Flood Certification (Paid To \_\_\_\_\_ Seller's Name \_\_\_\_\_).
- j) \$ \_\_\_\_\_ for Documentary Stamps.
- k) \$ \_\_\_\_\_ for Florida Intangible Tax.
- l) \$ 0.00 for Other: \_\_\_\_\_
4. \$ 165.00 Prepaid finance charge.
5. \$ 78,322.00 Total amount financed (Total of 1 through 3 minus 4).

**SECURITY AGREEMENT:** To secure payment of this liability to Lender and the performance of any obligations you now or in the future have, you give Lender a security interest in the property described as security above, any other property now or hereafter in Lender's possession, any rights to the payment of money from Lender, the items of property defined on page three hereof, any credit insurance proceeds and refunds and the following described property:

Year	Trade Name	Model No. or Name	Body Type	Serial No.
20 17	AUDI	RS7		WUAWABFCXHN903083
"Other Property"				

Together with all replacements thereof and all attachments, accessories and equipment now or hereafter attached, added or affixed thereto (The property securing this Note is hereinafter called "Collateral"). THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON PAGES THREE AND FOUR HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE, AND IS ALSO SUBJECT TO THE TERMS AND PROVISIONS SET FORTH IN THE BUYER'S RESIDUAL VALUE AGREEMENT, IF APPLICABLE, ATTACHED HERETO AND INCORPORATED BY REFERENCE.

Any part of this Note and Security Agreement contrary to the laws of any state having jurisdiction with respect thereto shall be deemed null and void and hereby is waived but shall not invalidate other parts of this Note and Security Agreement in said state.

**BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE  
AND SECURITY AGREEMENT AND THE ABOVE INFORMATION AT THE TIME OF SIGNING**

NOTICE TO COSIGNER

You are being asked to become liable on this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The LENDER can collect this debt from you without first trying to collect from the borrower. The LENDER can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

(GIVE COMPLETE NAMES AND ADDRESSES)

BRANDON L. HEITMANN

60749 FOREST CRK

WASHINGTON, MI 48094-0000

SIGNATURES (WRITE IN FULL AND IN INK)

BRANDON L. HEITMANN



1. **LATE CHARGES:** If any monthly installment stipulated herein is not paid on or before ten days after the due date thereof, (whether by acceleration or otherwise) in addition to all other rights and remedies of Lender given by law or the terms of this Note and Security Agreement, Borrower promises to pay to Lender a delinquent charge of 5% of the payment amount with a MINIMUM OF \$35.00. Acceptance of such delinquent charge by Lender shall not constitute a waiver of any default or any rights of Lender hereunder.
2. **PREPAYMENT CHARGE:** Borrower may prepay the obligation under this Note and Security Agreement in full at any time prior to maturity without incurring a prepayment charge. Partial payments shall not excuse any subsequent payment due.
3. **INTEREST AFTER MATURITY:** Interest after maturity shall continue at the rate then in effect or as thereafter adjusted in accordance with the variable rate disclosures.
4. **SECURITY:** Borrower hereby assigns to Lender and agrees that Lender shall have a lien upon and security interest in any and all accounts, balances, credits, deposits or other monies of or in the name of Borrower or another or others now or hereafter with Lender.
5. **RETURNED CHECK FEE:** A fee of \$25.00 may, at Lender's discretion, be imposed whenever a check offered in payment on this Note is returned to the Lender unpaid for any reason. This fee is subject to change without notice to the Borrower, and the Borrower agrees to pay the fee actually charged by Lender at the time the check is returned.
6. Borrower warrants that Borrower has, or, if this creates a purchase money security interest, will acquire, an unencumbered title to, and the possession of the Collateral, and agrees to keep the Collateral free of all other liens whatsoever, and the Borrower will not sell, otherwise dispose of, encumber, or give any other security interest in Collateral without the prior written consent of Lender.
7. Borrower warrants and agrees that if the Collateral is, or will be affixed to realty, Borrower will, upon demand, furnish Lender with a disclaimer, signed by all persons having an interest in the real estate, of any interest in the Collateral.
8. Borrower has executed a mortgage granting Lender a lien in the Collateral if the Collateral is real property.
9. Borrower agrees that:
- Borrower will be responsible for any loss of, or damage to, the Collateral and will maintain and keep the same in good repair and condition, in default of which Lender may, at its option, maintain and repair the Collateral and add the cost thereof to the obligation secured. Borrower will promptly upon demand, reimburse Lender of the cost of any such maintenance or repairs.
  - Borrower will not, without the prior written consent of Lender, move the Collateral from the county in which it is to be located, and will promptly notify Lender of any change in Borrower's residence or any of the Borrower's places of business.
  - Borrower will buy property insurance on the Collateral protecting against loss or physical damage and subject to a maximum deductible of \$500.00, or as Lender shall otherwise require. Borrower will name Lender as loss payee on any such policy. In the event of loss or damage to the Collateral, Lender may require additional security or assurances of payment before allowing insurance proceeds to be used to repair or replace the Collateral. Borrower agrees that if the insurance proceeds do not cover the amounts still owed on the Note and Security Agreement, Borrower will pay the difference. Borrower may purchase or provide the insurance through any insurance company reasonably acceptable to the Lender. Borrower will keep the insurance in full force and effect until the amounts due on this Note and Security Agreement are paid in full. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Borrower grants Lender power of attorney to make, adjust and settle claims and to endorse drafts and collect proceeds under this insurance.
  - Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in the Collateral. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's agreement with Lender. If Lender purchases insurance for the Collateral, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own. Borrower's payment may be increased to provide for payment of the costs of insurance plus interest thereon.
10. **OTHER SECURITY:** Borrower agrees that any present or future agreement, securing any other debt Borrower owes Lender, will also secure the payment of this Note and Security Agreement. However, an agreement securing any other debt will not secure this Note and Security Agreement if either of the following applies:
- Lender fails to make a disclosure required by law of the existence of such security agreement, or
  - Lender fails to provide (to any person entitled) any notice of right of rescission required by law for this transaction.
11. **DEFAULTS:** Upon the occurrence of any of the following described events, each of which will constitute a default, Lender shall have all rights and remedies provided by law, and without limiting the generality of the foregoing, shall include the election to accelerate the final maturity of all of the obligations secured:
- The nonpayment, when the same shall be due, of any installment or other payment on account of the principal or interest of this Note;
  - The breach of any warranty or agreement by Borrower herein contained, or contained in any mortgage or security agreement executed by Borrower in connection herewith;
  - The death or incompetency of any individual Borrower, or, if Borrower is a partnership, of a partner;
  - The default of Borrower under the terms of any lease of, or mortgage on, the premises upon which the Collateral may be located;
  - Any assignment for the benefit of the creditors or the commencement of any bankruptcy, receivership, reorganization, foreclosure, insolvency or liquidation proceedings by or against the Borrower, or if Borrower is a partnership, by an agreement as partner;
  - The reasonable determination by Lender at any time that it is inadequately secured hereby with respect to the obligation; or
  - The creation of any other lien or the issuance of any attachment against the Collateral or the entry of judgment against Borrower;
  - The occurrence of a default under any other obligation of Borrower, individually or jointly, to Lender;
  - Seizure, levy or confiscation under any legal or governmental process against the collateral.
- In the event of a default, Borrower agrees on demand to deliver Collateral to Lender, and Lender may, without notice or demand and without legal process, enter upon the premises of Borrower and take possession of the Collateral on said premises or wherever found. Further, Borrower agrees to pay and remains liable to Lender for any costs of disposition of the Collateral as well as for reasonable attorneys' fees, court costs and any and every deficiency after the proceeds from the sale of the Collateral are applied as provided by the Uniform Commercial Code as enacted in the state governing this instrument.
12. No failure on the part of Lender to exercise any of its rights hereunder shall be deemed a waiver of such rights or of any default.
13. As used herein, "Borrower" if there be more than one, shall mean "all the Borrowers and each or any of them" and in such case they are jointly and severally bound hereby.
14. A photographic or other reproduction of this Note and Security Agreement or a financing statement is sufficient as a financing statement.
15. In no event shall the interest rate due hereunder exceed the maximum rate of interest under applicable state or federal usury laws.
16. This Note and Security Agreement, the amounts contracted for and the interest to be charged shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan, without regard to its conflict of laws principles, and applicable federal laws and regulations, and the obligations, rights and remedies of the parties shall be determined in accordance with such laws.

The following notice is applicable if this agreement involves a purchase of goods or services to which the FTC HOLDER in DUE COURSE RULE applies.

**IF THE COLLATERAL IS TO BE USED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES:  
NOTICE**

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF THE GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**Credit Reporting:**

If you believe information we report about the credit history on your account(s) is incomplete, inaccurate or outdated, you must provide us with clear written documentation including the name on the account, the account number and the nature of the disputed information. Please write to us at FIFTH THIRD BANK, N.A.  
38 Fountain Square Plaza, Post Office Box 639090, Cincinnati, OH 45263-9090.



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☒ The goods or property being purchased.

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(Brief description of other property)

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Initials of Borrower(s) BH

PAGE 1 OF 2

MI MN01 (11/17)

Borrower authorizes the payments listed below:

ITEMIZATION OF THE AMOUNT FINANCED

Itemization of the amount financed of \$ 78,322.00

1. \$ 78,322.00 Amount given to you directly.
2. \$ \_\_\_\_\_ Amount paid on your account with the Lender.
- Account number(s): \_\_\_\_\_
3. \$ 165.00 Amount(s) paid to others on your behalf (Total a through l). (Lender may be retaining a portion of this amount.)
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Year	Trade Name	Model No. or Name	Body Type	Serial No.
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"Other Property"				

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(GIVE COMPLETE NAMES AND ADDRESSES)

BRANDON L. HEITMANN

60749 FOREST CRK

WASHINGTON, MI 48094-0000

SIGNATURES (WRITE IN FULL AND IN INK)

BRANDON L. HEITMANN